

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2021-330-T**

Application of Applicant LaBarbera Movers, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier

**PREFILED DIRECT
TESTIMONY
OF
MAX LABARBERA**

1 **Q. Please state your name, employer, and business address.**

2 **A.**My name is Max LaBarbera I am the sole member of Applicant, LaBarbera Movers, LLC
3 (“Applicant” or “LaBarbera Movers”) located at 8020 Brogdon Dr., Myrtle Beach, South
4 Carolina (29579).

5 **Q. What is the purpose of your testimony?**

6 **A.**I am testifying in support of LaBarbera Movers’ Application for a Class E Certificate of
7 Public Convenience and Necessity with authority to move household goods in Horry,
8 Georgetown, and Marion Counties.

9 **Q. Is LaBarbera Movers organized to transact business in the State of South Carolina?**

10 **A.**Yes, LaBarbera Movers is a South Carolina Limited Liability Company established on
11 May 10, 2021. A copy of a certificate of good standing was filed with Applicant’s’ application,
12 and the company remains in good standing.

13 **Q. How did you become associated with LaBarbera Movers?**

14 **A.**I am the organizer and sole member of LaBarbera Movers.

15 **Q. Please tell the Commission about your education and work history?**

1 A. I attended Philadelphia University and Southern New Hampshire University where I
2 studied finance and marketing. I worked for Clancy Relocation & Logistics and United
3 Relocation Services in New York, and I also managed a Planet Fitness gym during and after
4 college. I have worked as a Georgetown County Deputy Sheriff and am a licensed realtor based
5 in Myrtle Beach.

6 **Q. Please describe the services Applicant would like to provide.**

7 A. LaBarbera Movers will provide all services associated with household goods moving
8 such as packing, unpacking, and physical labor.

9 **Q. Do you have any experience providing moving services?**

10 A. Yes. I worked over three years at Clancy United Relocation. Also, my father, who will
11 work for LaBarbera Movers worked for Clancy United Relocation for more than twenty-five
12 years doing cross-country moves.

13 **Q. How employees will LaBarbera Movers have?**

14 A. LaBarbera Movers will initially have two to three employees.

15 **Q. How will you train your employees?**

16 A. We will provide video training about the job, the company, and the regulations governing
17 movers, followed by quizzes about the videos. After the videos, my father and I will provide
18 hands-on training for at least four weeks.

19 **Q. Does LaBarbera Movers own or lease any vehicles?**

20 A. Yes, LaBarbera Movers owns a 2011 15 ft. Chevrolet box truck.

21 **Q. Does LaBarbera Movers plan to acquire other vehicles?**

22 A. Yes, as we grow our business.

23 **Q. Will LaBarbera Movers be insured?**

1 A. Yes, an insurance quote is attached to LaBarbera Movers' Application.

2 **Q. Has LaBarbera Movers submitted a tariff?**

3 A. LaBarbera Movers is submitting a tariff as Exhibit A to my testimony.

4 **Q. How will you quote the cost of a move to a customer?**

5 A. LaBarbera Movers will only provide an estimated cost of a move; not a fixed price. Our
6 quotes are based upon square footage, moving experience and what clients convey they need
7 moved. On-site estimates will be performed if deemed necessary.

8 **Q. Does LaBarbera Movers have a Bill of Lading?**

9 A. Yes, I have attached a Bill of Lading form to my testimony as Exhibit B.

10 **Q. Will LaBarbera Movers provide a Bill of Lading for each move it conducts?**

11 A. Yes.

12 **Q. Why do you believe there is a need for LaBarbera Movers' services in South**
13 **Carolina?**

14 A. According to the 2020 decennial census, Horry County's population grew 30.4% since
15 2010, the most growth of any county in either of the Carolinas. Horry County's population grew
16 almost three times South Carolina's statewide rate.¹ The county's population is growing further
17 inland, with new housing development in these areas.² The robust growth will spur demand for
18 moving services.

19 **Q. How will LaBarbera Movers reach its customers?**

20 A. We plan to market LaBarbera Movers by advertising on local television, social media,
21 search engine ads, billboards, and referrals.

¹ [U.S. Census Bureau QuickFacts: Horry County, South Carolina](#)

² [Horry County was SC's fastest growing in past decade with more living farther from beach | Myrtle Beach Business | postandcourier.com](#)

1 **Q. Is LaBarbera Movers financially able to provide service to the public?**

2 **A.** Yes. As shown on our application, LaBarbera Movers is financially viable.

3 **Q. Are there any outstanding court orders or judgments against LaBarbera Movers or**
4 **you, personally?**

5 **A.** No.

6 **Q. Are you aware of any complaints filed against LaBarbera Movers or you with the**
7 **Better Business Bureau, the Chamber of Commerce, or any state or municipal court or**
8 **agency?**

9 **A.** No.

10 **Q. Has LaBarbera Movers or have you ever been convicted of a crime?**

11 **A.** No.

12 **Q. Are you familiar with, and do you agree to comply with, the statutes and regulations**
13 **that govern the operation of intrastate household goods movers in South Carolina?**

14 **A.** Yes, and LaBarbera Movers will comply with them.

15 **Q. Have you published a notice of LaBarbera Movers' application?**

16 **A.** Yes. A notice of application was published in the *Post and Courier* newspaper on
17 January 27, 2022, and an affidavit of publication has been filed with the Commission.

18 **Q. What is LaBarbera Movers' plan for the next five years?**

19 **A.** LaBarbera Movers will grow and become the best moving company in Myrtle Beach.
20 We plan to purchase more trucks, hire more workers, and open a warehouse and self-storage
21 facility.

22 **Q. Does this conclude your testimony?**

23 **A.** Yes.

Exhibit A
((Tariff))

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN
THE STATE OF SOUTH CAROLINA**

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by LABARBERA MOVERS, LLC ("LABARBERA MOVERS"). These services are furnished between points and places in Horry, Georgetown, and Marion counties.

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the LaBarbera Movers office location, and includes the movers estimate return time to the office location.

Number of Movers	Hourly Weekday Charge	Hourly Weekend Charge (Saturday and Sunday)
Two Movers and a Truck	\$100	\$120
Three Movers and a Truck	\$130	\$140
Four Movers and a Truck	\$150	\$160
Each Additional Mover	\$20 per mover/per hr.	\$20 per mover/per hr.

LABARBERA MOVERS, LLC South Carolina Household Goods Tariff

1.2 Office Hours / Minimum Hourly Charges:

Sunday – Emergencies Only

Monday- Thursday

Three-Hour Minimum Charge

Friday- Sunday

Four-Hour Minimum Charge

Recognized Federal Holidays

Four- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, LaBarbera Movers will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

SECTION 2**2.0 Additional Services**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$275
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Flat Screen Televisions (41" or above) - \$70.00
- Golf Carts - \$150
- Pianos - \$275

LABARBERA MOVERS, LLC South Carolina Household Goods Tariff

2.2 Elevator or Stair Carry

LaBarbera Movers does not charge an additional fee for elevator or stair carry.

2.3 Excessive Distance or Long Carry Charges

LaBarbera Movers does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

LaBarbera Movers does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 LaBarbera Movers does not charge a separate fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the market price of packing materials, including sales tax on the materials.

2.5.2 LaBarbera Movers is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. LaBarbera Movers reserves the right to decline any moves consisting of extremely large or fragile items.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

LABARBERA MOVERS, LLC South Carolina Household Goods Tariff

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of LaBarbera Movers.

SECTION 3

3.0 Rules and Regulations

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 14 days of the move. LaBarbera Movers must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time-to-time damages may occur. If damages are caused by our service, LaBarbera Movers reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify LaBarbera Movers immediately. LaBarbera Movers will complete a Damage Report before leaving your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

LaBarbera Movers' rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

LaBarbera Movers' rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Valuation

3.4.1. Standard. LaBarbera Movers, LLC's maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed, or damaged while in custody of LaBarbera Movers, LLC will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound. This value is often less than the actual value of your article(s).

3.4.2. Full (Replacement) Value Protection. Full replacement coverage is available upon request, or may be obtained from third-party providers

3.5 Items of Particular Value

LaBarbera Movers does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. LaBarbera Movers will not accept responsibility for safe delivery of such articles if they come into LaBarbera Movers' possession with or without LaBarbera Movers' knowledge.

3.6 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of LaBarbera Movers' Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.7 Delays

LaBarbera Movers shall not be liable for any delays in transporting household goods resulting from an Act of God or fault or neglect of any unforeseen entities.

APPENDIX A

PRICING FOR PACKING MATERIALS:	
Boxes (Small, Medium, Large)	\$2.00 per box
Wardrobe Box	\$17.50 per box
Packing Paper ((30in x 24in)	\$20.00 per roll
Bubble Wrap (12in x 10in)	\$10.00 per roll
Tape	\$4.00 per roll
Shrink Wrap	\$20 per roll
Mattress Bags	\$10 per bag
Mirror Carton Box	\$10 per carton (includes 4 pieces)
Paper Pads	\$5 per /pad
Wine/Bottle Boxes	\$10 per box
TV Boxes	\$25 per/box
Tall Boxes (for rugs, carpet rolls, fishing poles)	\$5/per box
Picture Boxes	\$10/per box

Exhibit B
Bill of Lading

PSC

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

LaBarbera Movers, LLC
8020 Brogdon Drive
Myrtle Beach, S.C. 29579

PHONE: 843-214-2569
labarberamovers@gmail.com

ELECTRONICALLY FILED

SHIPPER _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____

NOTIFICATION OF WEIGHT & CHARGES

SHIPPER REQUESTS NOTIFICATION OF ACTUAL
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐

NOTIFY _____ TEL. _____

ADDRESS _____

RECEIVED
SUBJECT TO

ROUTING

GENERAL
CONDITIONS:

CONSIGNED TO _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____
PREFERRED DELIVERY DATE(S) _____
OR PERIODS OF TIME _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
WILL NOT BE ACCEPTED.

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____
BILL CHARGES TO _____

THIS SHIPMENT WILL MOVE SUBJECT TO
THE RULES AND CONDITIONS OF THE CAR-
RIER & TARIFF. ALL TERMS PRINTED OR
STAMPED HEREON OR ON THE REVERSE
SIDE HEREOF, SHIPPER HEREBY RELEASES
THE ENTIRE SHIPMENT TO A VALUE NOT
EXCEEDING _____ THE CARRIER'S LI-
ABILITY FOR LOSS AND DAMAGE WILL BE 60
PER LB. PER ARTICLE UNLESS A GREATER
AMOUNT IS SPECIFIED BY THE SHIPPER.

SIGNED _____
Shipper _____ Date _____

TIME RECORD

START _____
FINISH _____

AM AM Customers Initials
PM PM Customers Initials

JOB HOURS _____
TRAVEL TIME _____
TOTAL HOURS _____

TRANSPORTATION SERVICES
HOURLY CHARGE

STRAIGHT TIME

____ VAN(S) ____ MEN ____ HOURS AT \$ ____ PER HR.

OVERTIME SERVICES

____ VAN(S) ____ MEN ____ HOURS AT \$ ____ PER HR.

TRAVEL TIME HOURS at \$ _____

OTHER CHARGES _____

OTHER CHARGES _____

PACKING _____

INSURANCE _____

TOTAL _____

DATE DELIVERED _____

DRIVER _____

WEIGHT AND SERVICES

☐ SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. _____ CU. FT.

GROSS _____ TARE _____ NET _____ RATE CHARGES

TRANSPORTATION _____ MILES

ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) _____

ADD'TL. TRANS. (SURCHARGE) ☐ ORIG. ☐ DEST. _____

EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____

AT _____

EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____

PIANO HANDLING: OUT _____ IN _____ HOIST _____

ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____

WAREHOUSE HANDLING _____

TRANSIT STORAGE: FROM _____ TO _____

S.I.T. VALUATION CHARGE _____

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE ☐, FROM WHSE ☐, ORIG ☐, DEST ☐ MI _____ QUANTITY

BARRELS _____ 5

CARTONS _____ LESS THAN 1 1/2

CARTONS _____ 1 1/2

CARTONS _____ 3

CARTONS _____ 4 1/2

CARTONS _____ 6

CRIB MATTRESS _____

WARDROBES (USE OF) _____

MATTRESS CARTON NOT EXCEEDING 39 x 75 _____

MATTRESS CARTON NOT EXCEEDING 54 x 75 _____

MATTRESS CARTON EXCEEDING 54 x 75 _____

CRATES _____ MIRROR CARTONS _____

TOTAL PACKING _____

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. TOTAL CHARGES _____

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES
ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____ CONSIGNEE _____

BY _____ WAREHOUSE _____

BY _____ PER _____ DATE _____
(WAREHOUSEMAN'S SIGNATURE)

CONTRACT TERMS AND CONDITIONS

Sec.1. (a) The carrier or party in possession of any of the property herein described ("the Property") shall be liable as at common law for any loss thereof or damage thereto, except as provided hereinafter and in the terms of the carrier's tariff.

(b) No carrier or party in possession of all or any of the Property shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature, or defect, of the Property. Except in case of negligence of the carrier or party in possession of the Property, no carrier or party in possession of all or any of the Property shall be liable for the loss or damage thereto or responsible for its condition, operation, or functioning, whether or not such Property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the Property shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open to inspection for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the Property shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the Property.

(e) In case of quarantine, the Property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities and in such case, carrier's responsibility shall cease when the Property is so discharged, or Property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to Property shall be borne by the owners at the Property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may have to pay, by reason of the introduction of the Property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said Property by any particular schedule, vehicle, train, or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a value lower than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the Property when the loss, damage, injury or delay occurred within 14 days after delivery of the Property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon under the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable because of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of said Property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Unless such service is required as the result of carrier's negligence, all Property shall be subject to necessary cooperation, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of arrival of the Property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the Property for delivery at destination, or at the time tendered for delivery of the Property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse, or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. If the consignee cannot be found at the address given for delivery, then in that event, notice of placing such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such Property has been placed, subject to this paragraph.

(b) Where nonperishable Property transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or the consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the Property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the Property has been refused or remains unclaimed and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the Property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided that 30 days shall have elapsed before publication of notice of sale after the notice that the Property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable Property transported to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration, or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the Property or the failure to receive it and request for disposition of the Property, such notification shall be given, in such manner as the exercise of due diligence requires before the Property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is impossible, it is agreed that nothing in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the Property under such circumstances and in such manner as authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense; and should there be a balance it shall be paid to the owner of the Property sold.

(f) Where the carrier is directed to load Property from (or render any services at) a place or places at which the consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(g) Where the carrier is directed to unload or deliver Property (or render any services) at the place or places at which the consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on the Property; but, except in those instances where it lawfully may do so, no carrier shall deliver or relinquish possession at destination of the Property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said Property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of the Property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the Property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in the Property, and, (b) before delivery of the Property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsignee or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of the Property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsignee or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.